

THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of : **Confirmation No. 9925**
David BELL et al. : Docket No. 2004_0623
Serial No. 10/826,401 : Group Art Unit 1755
Filed April 19, 2004 : **Mail Stop: Petition**
FILMS AND COMPOSITIONS

PETITION UNDER 37 C.F.R. 1.47(a)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

It is hereby petitioned to accept the attached declaration signed by one of the two inventors in this application.

Attached to the petition is:

1. A declaration executed by co-inventor Neill Dutton,
2. An addendum to the declaration signed by Neill Dutton,
3. A statement of facts by Neill Dutton establishing that joint inventor David Bell refuses to sign the application,
4. The last known address of non-signing inventor David Bell, and
5. The \$130.00 fee for the Petition as set forth in 37 C.F.R. 1.17(h).

In view of the foregoing, it is respectfully requested that this petition be granted and that the application proceed to examination.

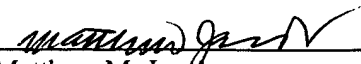
Respectfully submitted,

David BELL et al.

THE COMMISSIONER IS AUTHORIZED
TO CHARGE ANY DEFICIENCY IN THE
FEES FOR THIS PAPER TO DEPOSIT
ACCOUNT NO. 23-0975

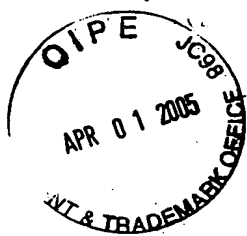
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By: 
Matthew M. Jacob
Registration No. 25,154
Attorney for Applicants

MJ/kes
Washington, D.C. 20006-1021
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April 1, 2005

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of : **Confirmation No. 9925**
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Serial No. 10/826,401 : Group Art Unit 1755
Filed April 19, 2004 : Examiner

FILMS AND COMPOSITIONS

**ADDENDUM TO DECLARATION AND POWER OF ATTORNEY FOR SIGNATURE
BY JOINT INVENTOR ON BEHALF OF HIMSELF AND NONSIGNING INVENTOR
INTEREST UNDER 37 C.F.R. § 1.47(a)**

I, Neill Dutton, hereby declare that:

I. I am a citizen of Great Britain, residing at:

c/o UCB Films PLC
Station Road
Wigton
Cumbria CA7 9BG
United Kingdom

II. I sign the attached declaration on behalf of, and as agent for David Bell, nonsigning inventor who refused to sign the accompanying declaration.

III. David Bell is a citizen of Great Britain and his last known address is:

Britton Gelplas
Unit 5 Protea Way
Pixmore Avenue
Letchworth Garden City
Herts SG6 1JT
United Kingdom.

IV. Upon information and belief, I aver those facts that the inventor is required to state, under 37 C.F.R. § 1.64, as set for in the accompanying declaration/power of attorney.

V. Accompanying this declaration is:

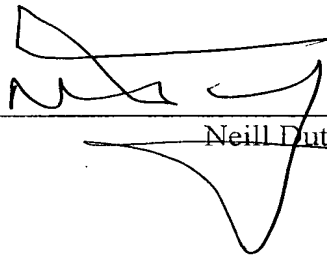
(1) A STATEMENT OF FACTS IN SUPPORT OF FILING ON BEHALF OF NONSIGNING INVENTOR, AND

(2) THE PETITION FEE OF \$130.00 (37 C.F.R. § 1.17(~~D~~))

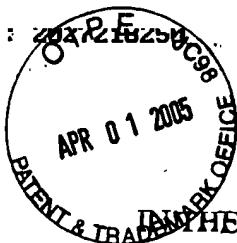
I further declare that all statements made herein of my own knowledge are true, and that all statements on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date:

3/12/04.



Neill Dutton



THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of : Confirmation No. 9925
David BELL et al. : Docket No. 2004-0623
Serial No. 10/826,401 : Group Art Unit 1755
Filed April 19, 2004 : Examiner

FILMS AND COMPOSITIONS

**STATEMENT OF FACTS BY SIGNING INVENTOR IN SUPPORT OF FILING ON
BEHALF OF NONSIGNING INVENTOR (37 C.F.R. § 1.47a)**

The following statement by co-inventor Neill Dutton is made as to the exact facts relied on to establish diligent effort made to secure the execution of the accompanying declaration by the nonsigning inventor for the above-identified patent application.

- I. The nonsigning inventor is David Bell.
- II. David Bell and Neill Dutton were employed by UCB Films PLC, a wholly owned UK subsidiary of UCB, S.A., when this invention was made, as evidenced by the attached employment contract. (Attachment A)
- III. David Bell's responsibilities were as a research scientist which means that notwithstanding his contract with UCB Films PLC, under UK law, he was employed to invent. Under UK law, all inventions he made relating to films vest to his employer as beneficial owner. His employment contract contains terms which merely confirm the position under UK law. (See the enclosed extract of §39, UK Patent Act 1977- Attachment B).
- IV. On January 15, 2004, Mr. Bell was sent a DHL package with documents by Chantal Bernaerts, Senior Administrative Assistant in the Intellectual Property Department of said UCB, S.A., including a copy of the application, declaration and assignment to UCB Films PLC, to be

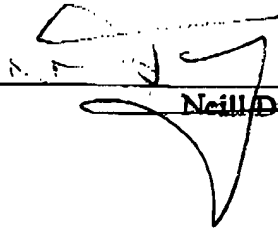
signed for this application. Enclosed are copies of the letters (Attachment C) as well as the Airway Bill Number (Attachment D) and DHL tracking report (Attachment E) proving that the documents have been delivered.

V. Also enclosed is an e-mail from David Bell confirming his unwillingness to execute the application (Attachment F).

Neill Dutton further declares that all statements made herein of his own knowledge are true, and that all statements on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date:

14 / 3 / 05.


Neill Dutton

AGREEMENT BETWEEN**The Company**

and

The Employee

UCB Sidex Limited
 WIGTON
 Cumbria
 CA7 9BG

Mr David Bell,
 19 Henry Street,
 Dumfries

With effect from ~~1 MAY 1999~~ the company agrees to employ the employee and the employee agrees to be employed by the company on the following terms and conditions. References in this agreement to the company shall include, where applicable, all companies within the UCB Group (meaning UCB S.A. and its subsidiaries).

The employee will be employed as Project Leader - Product Development, based at Wigton, reporting to the Coated Films Technical Manager ("Head of his Department").

1. **Responsibilities:** The employee will use his best endeavours to achieve the targets as set by the Head of his Department and will be required to comply with all reasonable instructions that may from time to time be given to him.
2. **Hours of Work:** Normal working hours are Monday to Friday, from 8.30a.m. to 5.00p.m., with 54 minutes for lunch. It may, however, be necessary for him to work reasonable additional time, if so requested, for no extra payment so as to fulfil his obligations hereunder.

During the continuance of this agreement, the employee will devote his attention and abilities to the business and affairs of the company for the purpose of satisfactorily exercising and performing such duties as may be assigned to the employee by the Head of his Department.

During the continuance of this agreement the employee will not, without the written consent of the company, be concerned or interested, directly or indirectly, in carrying on, or occupying himself in or about any other trade, business, occupation or activity, nor will the employee absent himself without leave of the company, except insofar as the employee may be incapacitated by illness, provided always that this restriction shall not apply to his owning any stocks, shares or debentures which are quoted on any recognised stock exchange.

3. **Salary:** The employee's gross salary will be £24,000 per annum, paid monthly in arrears directly to his bank account.

The employee undertakes to keep strictly confidential all information on the payments made to him by the company.

ATTACHMENT A

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The company reserves the right to recover any over-payment of salary, however made, by deducting the excess from subsequent payments of salary made to the employee

4. **Holidays:** The employee's annual holiday entitlement will be twenty five working days' holiday per calendar year, in addition to statutory holidays. The qualifying period for the basic paid holiday entitlement in any calendar year is 12 months' continuous employment ending on 30 September in that calendar year. Appropriate adjustment to salary in respect of holiday entitlement for employees leaving service will be made on the basis of 1/260th (52 x 5 working days) of annual salary for each day of holiday entitlement not taken.

The actual dates of holidays are to be settled by agreement with the Head of his Department, but must normally be taken in the year of entitlement. Holiday entitlement can only be carried over from one year to the next with the prior written agreement of the Head of his Department and the UK Human Resources Manager of UCB Films PLC, Wigton, Cumbria ("the Human Resources Manager").

5. **Expenses:** The company will reimburse all reasonable travel, hotel, entertainment and other out of pocket expenses which the employee may wholly, exclusively and necessarily incur in the execution of his duties on behalf of the company, subject to him providing the company with the appropriate receipts or other evidence of the expenditure incurred, where deemed necessary.

The employee shall take account of the notes issued by the company from time to time relating to its current policy regarding expense reimbursement, which may be amended from time to time.

6. **Removal and Removal Expenses:** The employee will be reimbursed for reasonable removal expenses upon the production of relevant bills. The employee shall take account of the notes issued by the company from time to time relating to its current policy regarding removal expenses, which may be amended from time to time. (Copy of Removals Policy enclosed)

7. **Private Medical Insurance:** The company, at its expense, will provide the employee with medical insurance through the Private Patients Plan Corporate Health Plan, Band C, or through some similar scheme.

8. **Medical Examination:** The employment is subject to the satisfactory completion of a medical examination and we would be grateful if you would please ask your general practitioner to carry out a life assurance type medical (along the lines of the enclosed report forms). The report and account for payment should be sent to the undersigned.

In addition, you would be expected to attend any medical examination as required by the company from time to time, with a medical adviser appointed by the company, who will report to the company.

9. **Personal Details:** Changes in the employee's personal circumstances which are pertinent to the contract should be notified to the company without delay. Any personal data and any information relating to the employee's previous employment or business activities given by the employee in support of his application for employment are deemed to form an integral part of the contract. In the event of false particulars having been given, or essential facts concealed, the employment may be summarily terminated.
10. **Flexibility:** The company may from time to time require the employee to carry out tasks in addition to his normal duties, provided these tasks are both reasonable and of a nature for which he is reasonably qualified.
11. **Termination of Employment:** Subject to the terms of this agreement, this employment shall continue until the last day of the month in which the employee's 65th birthday falls, unless earlier determined by no less than three months' written notice by himself to the company, or by the company to himself, expiring on the last day of any calendar month.

The company reserves the right, however, to make payment in lieu of notice, given or received, and to terminate without notice in the event of serious misconduct in accordance with the disciplinary rules (see below) or in the case of a material breach by the employee of this agreement. The company reserves the right to summarily dismiss the employee for gross misconduct or if the employee becomes bankrupt.

12. **Representation:** The employee hereby agrees that he will not at any time after the termination of his employment hereunder either personally or by his agent directly or indirectly:-
- represent himself as being in any way still connected with or interested in the business of the company;
 - use or disclose to any person, firm or company, any information directly relating to the affairs of the company or of any customer of the company, which had been acquired by the employee in the course of or incidental to his employment hereunder, for his own benefit or for the benefit of others or to the detriment or possible detriment of the company or such customer;
 - either on the employee's own account or for any other person, firm or company, solicit, interfere with or endeavour to entice away from the company any employee of the company.

The employee hereby further agrees that he will not during or for a period of six months after the termination of his employment hereunder, either on his

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own account or for any other person, firm or company, solicit, interfere with or endeavour to entice away from the company or deal with or supply any person, firm or company who within the period of two years immediately prior to such termination, shall to his knowledge have been a customer of the company.

Provided always that nothing in this clause shall prevent the employee from using his own skill in any business in which he may be lawfully engaged after the termination of the agreement.

13. **Security of Information:** During the continuance of his employment hereunder, or at any time thereafter, the employee will not disclose the private affairs or secrets of the company or anything else in the nature of confidential information which he may learn while in the company's employment to any unauthorised person, and shall not use for his own purposes or for any purposes other than those of the company any information which he may acquire in relation to the company's business.

In particular, the employee will not publish any literature, deliver any lecture or make any communication to the press relating to the company's products or to matters with which the company may be concerned, unless he has previously obtained permission from the Head of his Department, in writing.

The employee will at all times promptly give to the Head of his Department (in writing if so requested) all such information and explanations as he may require in connection with matters relating to the employment hereunder or with the business of the company.

Whenever requested by the company, and in any event upon the termination of his employment with the company, he will promptly deliver up to the company all lists of clients or customers, correspondence and all other documents, papers and records, including computer records, which may have been prepared by him or have come into his possession in the course of his employment, and he will not be entitled to and will not retain any copies thereof, title and copyright therein being vested in the company.

14. **Patents:** Subject to the provisions of the Patent Act 1977, the employee shall during the continuance of his employment hereunder at once communicate to the company, its successors or assigns, all inventions or improvements of every nature which he may make or discover or may control or be in a position to communicate, connected with processes or machinery relating to any of the products or processes manufactured or employed or capable of being manufactured or employed by the company in connection with any of its activities and such inventions and improvements shall, without payment, become the sole exclusive property of the company, if it desires to have them, and the company shall give the employee in respect of any such discovery, invention or improvement, whether patented or not, such remuneration (if any) as it, in its absolute discretion, shall think reasonable, and the employee will, if required by the company, do to do, but at the cost of the company, apply

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through patent agents or others nominated by the company for and do all acts necessary to obtain letters patent or other equivalent protection for the said inventions or improvements, in all such countries as the company may require, and will vest such letters patent or other equivalent protection in the company or as it shall direct, and it shall be lawful for the company for the purpose aforesaid to make use of the employee's name and where permissible to obtain the patent in its own name or that of its nominees.

The employee will not knowingly do anything to imperil the validity of any such applications or grants, but on the contrary will, at the request and at the cost of the company, render all possible assistance, both in obtaining and helping the company, its successors and assigns or nominees to obtain and maintain them, and the employee will not make public or disclose any such discovery or invention or give any information in respect thereof except to the company or as the company may direct.

The company will pay all costs and charges incurred in protecting the said discoveries, inventions and improvements if it desires to protect them.

15. **Sickness:** If the employee is unable to attend work, he should ask someone to telephone the Human Resources Manager or the Head of his Department as soon as possible to let the company know why he will not be at work. Failure to do so may affect the benefits to which the employee may be entitled.

The company operates rules in line with current legislation in relation to statutory sick pay. The employee's qualifying days for the purposes of statutory sick pay will be Monday to Friday.

During any period of 12 months commencing with the first day of absence, provided a company self-certificate is completed after three consecutive days' absence followed by a doctor's further consecutive certificates at regular intervals, normal salary, less any statutory deductions, will be paid for an initial period of five months' absence due to illness or injury. Thereafter, payments are at the discretion of the Directors, depending on the individual hardship involved, but during the following period of six months' absence due to illness or injury, a minimum of half normal salary is usually paid.

After a period of more than seven days of illness, the employee is required to produce to the company a doctor's clearance certificate before returning to work.

16. **Right of Search:** In order to safeguard its property, the company reserves the right to search persons, property or vehicles on company premises. The act of search does not necessarily imply that the individual is under suspicion.

Such search will be carried out in a reasonable and controlled manner, as laid out in the company procedure available for inspection from the Human Resources Manager/Head of Department.

17. **Grievance Procedure:** If the employee has any grievance relating to his employment, he should raise it with his immediate superior, either orally or in writing. If the matter is not settled at this level, he may pursue it through the company's staff grievance procedure, details of which are available for inspection from the Human Resources Manager/Head of his Department.

18. **Disciplinary Rules:** The disciplinary rules which apply to the employee's employment are available from the Head of his Department. If he is dissatisfied with any disciplinary decision relating to him, he may raise the matter with the Human Resources Manager.

19. **Health and Safety:** The employee's attention is drawn to his responsibilities as an employee under the Health and Safety at Work Act 1974, a copy of which is available for inspection from the Human Resources Manager/Head of his Department.

The company takes all reasonable and practicable steps to ensure that all staff whilst at work are protected from personal injury and risk to health. It is the legal duty of all members of staff to behave at work so that neither they nor anyone else is exposed to risk or injury, and to follow the company's safety regulations as published from time to time, including the use of any safety equipment provided. Failure to observe this duty may result in disciplinary action.

If the employee is involved in an accident or receives any injury whilst at work, the incident must be reported immediately to the Head of his Department. If an injury results in absence from work, the company normally makes a discretionary payment on the same basis as absence for illness.

If the employee is taken ill whilst at work and returns home early, he should report this to the Head of his Department.

20. **Pensions:** Membership is offered to all employees of a contributory group pension scheme (subject to the rules in place from time to time). Though membership is voluntary, the company would prefer employees to be members of the scheme. Members of the group scheme are contracted out of the permitted part of the State Scheme.

21. **Client and Company Property:** In the event of the employee leaving the employment of the company, he agrees to return all company property, which is to include a list of all appointments made on behalf of the company to see customers.

22. **Severance**

(a) Each and every commitment contained in this agreement shall be construed as a separate commitment and if one or more of the agreements and/or undertakings contained in this agreement is held

to be against the public interest or unlawful in any way or an unreasonable restraint of trade, the remaining obligations shall continue to bind the employee.

- (b) If any agreement or undertaking contained in this agreement were voidable, but would be valid if the period of application were reduced or if some part of the agreement or undertaking were deleted, the agreement or undertaking in question shall apply with such modification as may be necessary to make it valid and effective.

23. Continuity of Employment: The employer recognises that the employee has been employed by the Group since and will treat the employee as if he had been continuously employed by the employer since that date.
24. Basis of Employment: The employee confirms that there are no agreements or arrangements, whether written or implied, between any company of the Group and the employee relating to his employment, other than those expressly set out in this agreement, and that he is not entering into this agreement in reliance on any representation not expressly set out herein.

Where in the above particulars reference is made to other documents, such documents may be seen by application to the Human Resources Manager/Head of his Department, and any changes therein will not be notified, but will be recorded therein within one month of the date of change.

Signed on behalf of the company

[Signature]

Human Resources Manager

Date: 1/2/99

Signed by the employee

[Signature]

Date: 15-2-99

contracts

PART I, SECTION 38]

is specified for the making of an application under these provisions. The terms "good faith" and "effective and serious preparations" also arise in sections 28A(4) and 64(1) and are discussed particularly in §§ 28A.04 and 64.05. For the possibility of this provision being contrary to Community law, see § 64.04.

Under subsection (5), the new proprietor or the person making the request can refer to the Comptroller the question of whether or not the request is justified, and the Comptroller can then decide the matter, including the terms of the licence, and may order the grant of a licence. If such a licence is ordered, it takes effect as a deed executed by all necessary parties, see section 108 and § 108.02.

If, as a result of a reference under section 8, 12 or 97, an employee-owned patent resulting from an employee's invention were transferred to a third party who is not a person connected with the employer, the employee's rights to compensation under section 40 would be confined thereafter to the benefit derived by the employer from the transfer, see § 41.04. However, it would seem that an order to transfer ownership would not be retroactive and thus such an employee could rely on any right to compensation which had accrued up to the date of the order for transfer.

38.05

PRACTICE UNDER SECTION 38

Any request under subsection (3) by an old proprietor or a licensee thereof must be made within the period prescribed by rule 57 (reprinted at § 38.02), that is within two months from the date of the order if made by an old proprietor and four months if made by a former licensee. These periods are, however, extensible at the Comptroller's discretion under rule 110(1), for which see § 123.36, but can also be shortened by the Comptroller "if he thinks fit, upon such notice to the parties and upon such terms as he may direct" (r. 110(2A), discussed in § 123.31). Since the request is to be made directly to the new proprietor, no form is specified for the request. Nor is it required that the Comptroller be notified of the request, though it may be prudent to do so, but the request would then become of public record on the file of the patent. Rule 57 is analogous to rule 9 (reprinted at § 8.04 and discussed in § 11.05).

Any reference to the Comptroller, either by the new proprietor or the person seeking a licence, is to be made on FP 2/77 (reprinted at § 140.02) under rule 58 (reprinted at § 38.03). This rule is analogous to rule 13 (reprinted at § 11.02) and the commentary thereon in § 11.06 is therefore applicable *mutatis mutandis*.

Employees' inventions [Sections 39-43]

39.01

SECTION 39

Right to employees' inventions

39.—(1) Notwithstanding anything in any rule of law, an invention made by an employee shall, as between him and his employer, be taken to belong to his employer for the purposes of this Act and all other purposes if—

- (a) it was made in the course of the normal duties of the employee or in the course of duties falling outside his normal duties, but specifically assigned to him, and the circumstances in either case were such that an invention might reasonably be expected to result from the carrying out of his duties; or
- (b) the invention was made in the course of the duties of the employee and at the time of making the invention, because of the nature of his duties

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[PART I, SECTION 39

and the particular responsibilities arising from the nature of his duties he had a special obligation to further the interests of the employer's undertaking.

(2) Any other invention made by an employee shall, as between him and his employer, be taken for those purposes to belong to the employee.

(3) Where by virtue of this section an invention belongs, as between him and his employer, to an employee, nothing done—

(a) by or on behalf of the employee or any person claiming under him for the purposes of pursuing an application for a patent, or

(b) by any person for the purpose of performing or working the invention,

shall be taken to infringe any copyright or design right to which, as between him and his employer, his employer is entitled in any model or document relating to the invention.

Note. Subsection (3) was inserted by Schedule 5, para. 11(1) [1988], with effect from January 7, 1991 (S.I. 1990 No. 2168).

COMMENTARY ON SECTION 39

General scope of provisions for "employees' inventions" (ss. 39–43)

39.02

Section 39 is the first of a group of sections (ss. 39–43) headed "Employees' Inventions". This group defines a self-contained code for determining ownership of an "invention" (s. 39); regulates circumstances in which it would be "just" for an employer of such an "employee" to make payments, curiously termed "compensation", to that employee for the benefit which the employer has derived from a "patent" which has been granted for an "invention" made by the "employee" (s. 40); lays down guidelines for determining the quantum of such compensation (s. 41); renders unenforceable certain clauses in contracts of employment widely used before 1978 (s. 42); and limits the applicability of this group of sections to inventions made on or after June 1, 1978 and by persons "mainly employed" in the United Kingdom (including the Isle of Man). Some of the words in quotation marks in the preceding sentence are defined in section 43 (which is, in effect, a mini-interpretation section of ss. 39–42) and in section 130(1). These all receive discussion below and in the commentaries on the following sections 40–43.

There is a general discussion of this subject in the book by Chandler and Holland, *Information: Protection, Ownership and Rights* (Blackstone Press, 1992), and the provisions of sections 39–43 were summarised, from the point of view of industrial relations, in a paper by Susan Cox ((1991) 3(1) IPB 2).

Scope of section 39

39.03

Section 39 is a provision of substantive, rather than procedural, law. It has effect in relation to the settlement of entitlement disputes under section 8, 12, 37 or 82; and to the question of "compensation" under section 40. It relates to rights in inventions made after June 1, 1978 (s. 43(1)) by persons normally resident in the United Kingdom (s. 43(2)), and has effect in relation to "patents and other protection" generally irrespective of where or how granted, see section 43(4) and § 43.05. For the meaning of the term "invention" in this context, see § 39.04.

Put simply, the section specifies (in subs. (1)) the circumstances in which an invention made by such an employee will automatically, by operation of law, vest in the employer but, if none of the circumstances set out in subsection (1) exist, then under subsection (2)

CHB



UCB S.A./N.V. - Département Propriété Intellectuelle - Allée de la Recherche 60, B-1070 Bruxelles
Intellectuele Eigendom Departement - Researchdreef 60, B-1070 Brussel
Intellectual Property Department - Allée de la Recherche 60, B-1070 Brussels

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DHL

COPY

Mr. David Bell
Technical and Development Manager
Britton Gelpas
Unit 5 Protea Way
Pixmore Avenue
Letchworth Garden City
Herts SG6 1JT
(United Kingdom)

Our ref.: Case 30.90.US
IPD/0401-106

→ Please quote in all
correspondence

Brussels, January 15, 2004.

Your ref.:

Re : **New International Patent Application :**
"Films and Compositions".

Dear Sir,

Please find enclosed the documents needed to continue the procedure of the International Patent Application in US. We would be grateful if you could undersign these documents (2), (without dating them), and preferably with blue ink, and have them witnessed at the signature where necessary.

Can you please also provide a copy of your Identity Card in order to be able to legalize the "Assignment" document.

Thanking you for your kind cooperation, we would appreciate receiving those documents as soon as possible and latest on **January 26, 2003**.

With kind regards,

Chantal BERNAERTS
Senior Administrative Assistant
Intellectual Property Department

Enclosed : "Declaration and Power of Attorney for U.S. Patent Application" - US
"Assignment" - US

ATTACHMENT C

3106_WOad_Dutton.doc

RECEIVED
MAR 31 2005
WENDEROTH, LIND & PONACK

UCB I.P.D.
PATRICE CREMERINNE
ALLÉE DE LA RECHERCHE 60

BRUXELLES 1070

BELGIUM

Phone: 02 538 06 42
Reference: 30.90,US

TO: One code:
BRITTON GELPLAS
DAVID BELL
UNIT 5 PROTIER WAY
PONDRE AVENUE
LEICWORTH GARDEN CITY
HERTS SG6 1JT
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DESCRIPTION: DATE: 15/01/2004
BOX
VALUE: WEIGHT: 0.50kg

ECX

DESTINATION: I AMOUNTS EMPLOYED FOR TRANSPORTATION MUST BE PAID BY THE SHIPPER

LBA **SHIPPERS COPY**
I AMOUNTS EMPLOYED FOR TRANSPORTATION MUST BE PAID BY THE SHIPPER

AIRWAY BILL NO: 4293695475

SHIPPERS COPY FOR
UCB I.P.D.
Please do not attach to shipment

Origin BRU
1 piece(s)



ATTACHMENT D

Track a Package



These are the results of your query

Times given are local to the service area in which the shipment checkpoint is recorded.

Airwaybill Number	Origin Service Area	Destination Service Area	Status
4293695475	Brussels - Belgium	Gatwick - UK	Signed for by: JOHNSON Shipment delivered January 19, 2004 10:23 ✓

4293695475 - Detailed Report

Date	Time	Location Service Area	Checkpoint Details
January 15, 2004	15:30	Brussels - Belgium	Shipment picked up
January 15, 2004	21:57	Brussels - Belgium	Departing origin
January 15, 2004	23:53	Brussels - Belgium	Departed from DHL facility in Brussels - Belgium
January 16, 2004	05:14	East Midlands - UK	Departed from DHL facility in East Midlands - UK
January 16, 2004	06:20	Leeds - UK	Arrived at DHL facility
January 16, 2004	07:59	Leeds - UK	Shipment arrived at wrong facility. Sent to correct destination
January 16, 2004	19:40	Leeds - UK	Departed from DHL facility in Leeds - UK
January 16, 2004	20:42	East Midlands - UK	Arrived at DHL facility in East Midlands - UK
January 18, 2004	05:07	London-Heathrow - UK	Departed from DHL facility in London-Heathrow - UK
January 18, 2004	08:40	Gatwick - UK	With delivery courier
January 19, 2004	10:23	Gatwick - UK	Shipment delivered

ATTACHMENT E

Kirk Martin

From: Desert Frieda
Sent: Tuesday, November 04, 2003 12:11 PM
To: Kirk Martin
Subject: FW: Case 30.83

Please find herewith the answer of David Bell. He does not want to sign the forms.

—Original Message—

From: bell, david [mailto:david.bell@britton-group.com]
Sent: Tuesday, November 04, 2003 12:06
To: 'Desert Frieda'
Subject: RE: Case 30.83

Sorry for the delay Freda, unfortunately I have been on the road travelling. I am afraid I cannot sign the documents under the terms of the assignment. I apologise for any difficulty this may create, but since my departure from UCB, I have to now consider my own position and I do not believe it is in my best interest to accept the offer stipulated. If UCB wish to pursue the issue further I will of course be glad to discuss the terms and considerations further.

Regards

DWB

David Bell
Technical and Development Manager
Britton Gelpas
Unit 5 Protea Way,
Pixmore Avenue,
Letchworth Garden City,
Herts.
SG6 1JT
Tel 01462 480808
Fax 01462 481398
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Mobile 07879 648255

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—Original Message—

From: Desert Frieda [SMTP:Frieda.Desert@UCB-Group.com]
Sent: 30 October 2003 12:41

ATTACHMENT F

15-Jan-2004



Last Known Address of Non-Signing Inventor David Bell

Britton Gelpas
Unit 5 Protea Way
Pixmore Avenue
Letchworth Garden City
Herts SG6 1JT
United Kingdom

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